

Exhibit A

AMENDMENT NO. 2 TO C22895

Contract Start Date:	7/11/2016	Original Total Amount:	\$434,495.00
Original Completion Date:	7/31/2018	As Previously Amended:	\$622,978.39
Amendment Completion Date:	12/31/2018	Current Amendment:	\$66,425.00
Resolution:		New Total Contract Amount:	\$689,403.39

This amendment, effective as of the date of attestation by the City Clerk (the "Effective Date"), by and between the City of Duluth, hereinafter referred to as "City", and AMI Consulting Engineers P.A. located at 91 Main Street, Superior, WI 54880, hereinafter referred to as "Consultant", for the purpose of rendering services to the City.

WHEREAS, on July 11, 2016, City and Consultant entered into an agreement bearing City of Duluth Contract No. 22895 for professional engineering services for the Duluth Entertainment Convention Center (DECC) seawall repair and rehabilitation project, which Contract has been amended one time, and which contract and amendments are hereinafter referred to as the "Contract"; and

WHEREAS, both parties desire to amend the Contract.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto hereby agree as follows:

In this Amendment changes in the language of the Contract which delete language will be shown as stricken and language added to the contract language will be underlined.

Revision 1. The maximum compensation described in Section V.C. of the Contract is hereby amended as follows:

The maximum compensation for all phases A through G shall not exceed ~~Four Hundred Thirty-Four Thousand, Four Hundred Ninety-Five and no/100th Six Hundred Twenty-two Thousand Nine Hundred Seventy-eight and 39/100ths~~ Six Hundred Eighty-Nine Thousand, Four Hundred Three and 39/100 Dollars.

Revision 2. Wherever in the agreement reference is made to Exhibit B, it shall include reference to the Engineer's Proposal, dated May 18, 2016; Engineer's Proposal Revision 1, dated November 14, 2017; and Engineer's Proposal Construction Management Change Order, dated May 14, 2018.

In all other respects the contract, together with all of its terms, covenants and conditions, is hereby confirmed in its entirety.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date of attestation shown below:

CITY OF DULUTH

AMI CONSULTING ENGINEERS P.A.

By:

By:

Mayor

Company Representative

Attest:

Its:

City Clerk

Title of Representative

Date Attested: _____

Date: _____

Countersigned:

City Auditor

Date

Approved as to form:

City Attorney

Date



Consulting Engineers P.A.

May 14, 2018

Mr. Erik Birkeland
City of Duluth
1532 West Michigan Street
Duluth, MN 55806

Re: DECC Seawall Project – Construction Management Change Order
AMI Project # 161080

Mr. Birkeland,

The following document has been prepared at the request of the City of Duluth (City) for the DECC Seawall Project. AMI Consulting Engineers (AMI) currently has a contract with the City to provide construction management services during the construction of a new sheet pile dock wall along the west side of MN Slip and the north corner of the harbor dock wall near the Duluth Entertainment Convention Center (DECC) in Duluth, MN.

AMI's contract for the construction management services began in November of 2017 and since that time AMI and their subcontractor, Gausman & Moore (G&M), have completed several items, at the request of the City, which were outside of the original scope of work. The additional items have exhausted a large portion of AMI's budget to complete the project. The items which were not part of AMI and G&M's original scope of work include the following:

- Value Engineering – After the bids were received from Contractors, the overall project cost from the lowest bidder exceeded the City's budget. AMI performed additional value engineering & attended additional coordination meetings with the low bidder to bring the project into the City's budget. To reduce the overall cost of the project, AMI, the City and G&M performed the following:
 - Reduce the electrical scope of work
 - Removed the design & installation of the temporary camel system between dock wall & the vessel SS William A. Irvin (Irvin) from the Contractor's scope of work.
 - Clarified the number & size of storm sewer outfalls that penetrate through the new dock wall.
 - Discuss the need for gravel under the crane during the installation of the dock wall. The gravel would protect the street from damage, but the street surface will be removed for the installation of the new bike path so there was no longer any need for the gravel.
 - As specified in the project documents, the Contractor was to place sod as the final surface. To reduce project costs the Contractor will place hydro-mulch in-lieu of sod.

- Design of Timber Camels – AMI completed the structural design of timber camels to separate the Irvin from the dock wall. The camels are needed to provide adequate space for the installation of the new sheet pile dock wall. This item was originally part of the Contractor's scope of work but was eliminated as part of the value engineering effort. AMI completed this design & coordinated the installation of the camels for a fraction of the cost that the Contractor was proposing.

- Additional Permitting – Additional time & energy was required by AMI to obtain the required permits for construction of the dock wall. This included additional coordination with the permitting agencies & the development of additional documents to answer questions from the agencies. AMI also developed addendums to the projects Response Action Plan (RAP) based on the evolving construction methods.
- Research & Design of Fender Alternatives – The City requested that AMI research & design some alternative fenders along the Irvin. The alternative fenders would replace the specified timber rub rail in the project specifications.
- Cost Estimations for Phase II - AMI provided the City with an updated cost estimation for the construction of the Phase II dock wall. This estimation was required for the City's budget & State Funding request.
- Coordination of the Bulk Steel Delivery – To decrease overall project costs, the City directly purchased the bulk steel items. AMI was asked by the City to coordinate the delivery, storage and unloading of the steel. AMI discussed several different options and determined a location for the steel. AMI also coordinated with a separate Contractor to unload the material.
- Coordination with Contractor to Shift Irvin – As part of the value engineering effort, the cost to push the Irvin away from the dock wall was removed from the Contractor's contract. AMI coordinated with a separate Contractor to shift the Irvin away from the existing dock wall for placement of the timber camels.
- Temporary Utilities for Vista Fleet – Originally, the project was to be completed during the winter months when the docks were not utilized. However, due to the permitting delays, the project has extended into the spring & summer months. The Vista Fleet vessels currently utilize the dock for loading & unloading passengers as well as safe harbor during times of inclement weather. AMI attended additional meetings and developed plans to accommodate the Vista Fleet's vessels during the construction of the new dock wall. The plans included the design of temporary power and water to the vessels.
- Temporary Utilities for Irvin – The William A. Irvin is expected to move from MN Slip prior to the Minnesota Pollution Control Agency's (MPCA) cleanup of the slip. Once removed from the slip, the vessel is expected to be relocated to the harbor dock wall on the backside of the Duluth Entertainment Convention Center (DECC). However, the Irvin will not have access to power or water at this temporary location. AMI worked with their subcontractor, G&M, to develop plans to accommodate the Irvin at this location.
- Research & Survey Work for Right-of-Way (ROW) – To install the new dock wall, the City of Duluth Engineering Department required a Concurrent-Use Permit since some of the structures will be in the ROW. AMI did some additional research and survey work to determine the location of the ROW along Harbor Drive.
- Grant Research – The City requested that AMI research some grants to help assist with the movement of the Irvin. Since the vessel is a Historical Artifact, some grants could be available to help offset the cost to relocate the Irvin. AMI researched possible grants and presented the options to the City and the DECC.
- Coordination & Meetings with Rainbow Inc. - During the construction of the new dock wall, Rainbow Inc. was contracted by the City to paint the MN Slip Pedestrian Bridge.

Since these projects were occurring concurrently, AMI met with the City & Rainbow to coordinate available staging areas and how best to limit interferences with each project.

- Irvin Easement Survey & Drawings – The installation of the timber camels and the new dock wall will shift the Irvin closer to the east side of MN Slip. AMI performed additional surveys and provided drawings to the City showing the new location of the Irvin relative to its original location before construction.

Throughout the course of the project, AMI has informed the City about the out of scope items and was told to track them as the project progresses. AMI has provided a breakdown of the out of scope items and their associated costs in Table 1 below:

Table 1: Cost Breakdown for Out of Scope Items

Description	Fee
Value Engineering	\$ 6,150.00
Design of Timber Camels	\$ 8,800.00
Additional Permitting	\$ 20,000.00
Research & Design of Fender Alternatives	\$ 2,200.00
Cost Estimations for Phase II	\$ 850.00
Coordination for Bulk Steel Delivery	\$ 1,250.00
Coordination with Contractor to Shift Irvin	\$ 5,500.00
Temporary Utilities for Vista Fleet	\$ 5,050.00
Temporary Utilities for Irvin	\$ 6,000.00
Research & Survey Work for ROW	\$ 5,000.00
Grant Research	\$ 750.00
Coordination & Meetings with Rainbow Inc.	\$ 875.00
Irvin Easement Survey & Drawings	\$ 4,000.00
Total	\$ 66,425.00

Due to the out of scope items described above, AMI is requesting a change order of **Sixty-Six Thousand Four Hundred Twenty-Five Dollars (\$66,425.00)** to increase its current contract of \$622,978.39 to **\$689,403.39**.

If you have any questions or comments, please contact me at (715) 718-2193 Ext 17. We look forward to continuing working with the City of Duluth on this infrastructure improvement project.

Respectfully Submitted,



Chase Dewhirst, PE
Marine Engineering Manager

Attachments:
AMI 2018 Fee Schedule



Consulting Engineers P.A.

FEE SCHEDULE - CONFIDENTIAL

Effective Date: January 19, 2018

The compensation of *AMI Consulting Engineers, PA* for professional services is based upon hourly rates as indicated below.

STAFF CLASSIFICATION	HOURLY RATE
Principal Engineer	200
Engineer/Specialist III	140-180
Engineer/Specialist II	115-135
Engineer/Specialist I	95-110
Health & Safety Director	120
Staff Professional III	90-100
Staff Professional II	80-90
Staff Professional I	70-80
Scientist I/II/III	65/75/85
Technician III	95-115
Technician II	75-90
Technician I	50-70
Survey Crew	150-180
Marine Surveyor	115
3 Man Dive Team	380
4 Man Dive Team	450
EQUIPMENT	RATE
22' Hewescraft Boat	325/day
17.5' Waterman Boat, 20' Barge	150/day
Bathymetric Survey Package	325/day
Sidescan Survey Package	250/day
Survey Boat	250/day

·Engineer/Specialist classification includes department managers, project managers, licensed engineers, engineers in training, graduate engineers, permitting specialists & registered land surveyor.

·Staff Professional classification includes mid level geologist, scientist, water resource professional, soil scientist and environmental consulting professionals.

·Scientist classification includes junior level geologist, scientist, water resource professional, soil scientist and environmental consulting professionals.

·Technician classification includes CADD and GIS operators, surveyors, marine surveyors, certified bridge inspectors, interns and clerical staff.

·Overtime for personnel will be charged at 125% the above rates and Sundays and Holidays will be charged at 150% the above rates. Expenses connected with the work such as travel, vehicle rental, subsistence, lodging, etc., will be charged at cost. Outside consultants and materials will be charged at cost plus ten percent. Travel to locations outside the Duluth / Superior city limits will be charged at \$0.75 per mile for standard travel and \$1.25 per mile when towing a trailer. A minimum rate of ½ day will be charged for all equipment rentals.